

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

Joseph J. Rogers, Esquire (JJR1185)  
900 Route 168, Suite I-4  
Turnersville, NJ 08012  
(856) 228-7964

In Re:

Tristan J. Stengel and Ann L. Stengel



Order Filed on April 30, 2018 by  
Clerk U.S. Bankruptcy Court  
District of New Jersey

Case Number: 17- 22160 JNP

Hearing Date:

Judge: Jerrold N. Poslusny

**ORDER GRANTING APPLICATION TO AUTHORIZE LOAN MODIFICATION  
AND FOR OTHER RELIEF**

The relief set forth on the following page two (2) is hereby **ORDERED**.

**DATED: April 30, 2018**

A handwritten signature in dark ink, appearing to read "J. Poslusny", written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.  
United States Bankruptcy Court

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Debtor(s): Tristan J. Stengel and Ann L. Stengel

Case No.: 17- 22160 JNP

Caption of Order: ORDER GRANTING APPLICATION TO AUTHORIZE LOAN MODIFICATION

1. That Tristan J. Stengel and Ann L. Stengel is hereby authorized to enter into and consummate a loan modification with Home Point Financial pursuant to the terms and conditions of the annexed partial claim mortgage, relating to real property located at 716 Whitman Drive, Turnersville, NJ 08012. .
2. That Tristan J. Stengel and Ann L. Stengel and/or Home Point Financial are authorized to enter and consummate any transaction necessary and incident to the modification of the loan relating to this property, the sole exception being the transfer of the property or an interest in the property by the Debtor to someone else.
  - a. Limited Stay Relief is Granted to allow Tristan J. Stengel and Ann L. Stengel to negotiate any such agreement with Home Point Financial or counsel, enter into and sign a loan modification agreement, and record any documents with the appropriate Records office.
3. That Tristan J. Stengel and Ann L. Stengel and/or Home Point Financial are authorized to negotiate and prepare the terms or documents relating to a loan modification, or any necessary transaction incident to a loan modification agreement, such as, but not limited to the circumstances described above, with respect to this property and any such negotiation and/or preparation of documents and/or recording of documents, by the parties shall not be considered to be a violation of the automatic stay and are specifically authorized by the Court.
4. Home Point Financial shall amend its Proof of Claim to \$0 or the amount paid to date within 30 days of the date of this Order;
5. The debtors' confirmed Chapter 13 plan contemplated this modification and therefore Tristan J. Stengel and Ann L. Stengel shall not be required to modify their Chapter 13 Plan;
6. The partial claim mortgage is a subordinate, no-payment balloon mortgage addressing the mortgage arrearage. It does not change the debtors' mortgage payment and therefore debtors shall not be required to amend Schedule J.